

**CITY OF SANTA BARBARA
AND
SANTA BARBARA POLICE MANAGEMENT ASSOCIATION**

MEMORANDUM OF UNDERSTANDING
JULY 1, 2004 THROUGH JUNE 30, 2008

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF SANTA BARBARA
AND THE
SANTA BARBARA POLICE MANAGEMENT ASSOCIATION**

THIS AGREEMENT, SIGNED ON _____, IS ENTERED INTO AS OF JULY 1, 2004, BETWEEN THE CITY OF SANTA BARBARA, HEREINAFTER REFERRED TO AS THE "CITY," AND THE SANTA BARBARA POLICE MANAGEMENT ASSOCIATION, HEREINAFTER REFERRED TO AS THE "ASSOCIATION."

Pursuant to Section 3.12 of the Municipal Code of the City of Santa Barbara and Section 3500 et. seq. of the Government Code, the duly authorized representatives of the City and the duly authorized representatives of the Association, having met and conferred in good faith concerning wages, hours, and terms and conditions of employment of Unit employees, declare their agreement to the provisions of this Memorandum of Understanding.

FOR THE CITY:

FOR THE ASSOCIATION:

Joan M. Kent
Assistant City Administrator

Edward Szeyller
Association President

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1. Scope of Representation

The Association represents the following management job classifications:

Police Lieutenant
Police Captain

2. Salaries

The following across-the-board increases will go into effect as indicated:

Date of Increase	Position	Salary Increase	Labor Market Adjustment	TOTAL INCREASE
November 1, 2003	Lieutenant Captain		4.1% 6.3%	4.1% 6.3%
January 8, 2005	Lieutenant Captain	5% 5%	1.6% 1.5%	6.6% 6.5%
July 9, 2005	Lieutenant Captain	2.5% 2.5%	1.5% 1.5%	4% 4%
January 7, 2006	Lieutenant Captain	2.5% 2.5%	1.5% 1.3%	4% 3.8%

Beginning on July 1, 2006 and through the remaining term of this Agreement, bargaining unit members will receive the same percent increases to base salary as the City's police sergeants receive under their labor agreement in effect at the time.

3. Management Performance and Compensation Plan

Members will continue to be covered under the citywide Management Performance and Compensation Plan as that document may be amended by the City from time to time. Members will continue to receive the same fringe benefit package offered to other non-executive management employees (Group II Managers).

4. Educational Incentive Pay

Members will receive advanced Police Officers Standards and Training (POST) pay in the same amount, and under the same conditions, as established for police sergeants under their labor agreement in effect at the time.

5. Spanish Language Premium Pay

Members who establish proficiency in Spanish to the satisfaction of the Police Chief and the Human Resources Manager will be eligible for Spanish language premium pay in the same amount, and under the same conditions, as established for police officers under their labor agreement in effect at the time.

6. Uniform Allowance

Members will receive a uniform allowance in the same amount, and under the same conditions, as established for a Police Officer under their labor agreement in effect at the time.

7. PERS Retirement

Members will be covered under the sworn police contract under the Public Employees' Retirement System (PERS) with a 3% at age 50 benefit formula. The City will continue to contribute the entire employee's portion of the PERS contribution rate on behalf of bargaining unit members. All such sums as required by law, but in no case less than 9%, shall be credited to the individual member's account. The City shall report the value of Employer Paid Member Contributions (EPMC) for Safety employees to PERS as compensation earnable pursuant to Government Code Section 20636(c)(4).

8. City Rights

- a. The City shall retain, whether exercised or not, solely and exclusively, all express and inherent rights and authority pursuant to law, except to the extent such authority is explicitly waived by the express terms of this agreement.
- b. The City's rights shall include the right to determine the level of, and the manner in which, the City's activities are conducted, managed, and administered. The Association recognizes the exclusive right of the City to establish and maintain rules and procedures for the administration of its departments. Such rights include, but are not limited to, the exclusive right to: determine the mission of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of economic reasons or for cause as provided in Section 1007 of the City Charter; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary

actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

- c. The Association recognizes that the City Administrator retains, whether exercised or not, exclusive management decision-making authority over matters within the rights of the City.
- d. The Association recognizes that all bargaining unit members are “unclassified” employees as that term is defined in Article X of the City Charter.

9. Term, Waiver, and Severability

The term of this agreement shall be forty eight (48) months commencing July 1, 2004 and ending at midnight on June 30, 2008. The term of this agreement may be extended by mutual agreement.

The Association acknowledges that it had the unlimited right to bargain with regard to issues within the scope of representation and that, for the term of this Agreement, the City shall not be further obligated to meet and confer. All terms and conditions of employment not covered by this agreement shall continue to be subject to the City’s direction and control.

If any provision of this Agreement is declared by judicial authority to be unlawful, unenforceable, or not in accordance with applicable provisions of state, federal or local laws or regulations, such part of the provision will be suspended and superceded by the applicable law or regulation and the remainder of this Agreement shall remain in full force and effect for the duration of this Agreement.